

**EXHIBIT 9**

## JONES DAY

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January 10, 2020

### VIA ELECTRONIC MAIL

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Re: *In re MTE Holdings LLC, et al., Case No. 19-12269 (CSS):*  
*Withdrawal of Deficient Subpoenas*

Dear Mr. Dehney:

We represent AG Energy Funding, LLC (“AG Energy”), a lender under that certain Term Loan Credit Agreement, dated as of September 17, 2018, among MTE Holdings LLC, as borrower, Riverstone Credit Management LLC, as administrative agent, and each lender from time to time party thereto. We understand from the docket in the above captioned chapter 11 cases (the “Chapter 11 Cases”) that you purport to have served (a) a subpoena seeking the production of a broad spectrum of documents (the “Document Subpoena”) and (b) a subpoena to testify at a deposition (the “Deposition Subpoena”) and together with the Document Subpoena, the “Subpoenas”) upon Angelo, Gordon & Co., L.P. (“Angelo Gordon”).

It is clear that the Subpoenas have no legitimate purpose and are solely intended to harass AG Energy and Angelo Gordon. The Subpoenas are facially defective in several ways: (a) they are directed to Angelo Gordon, who is not a creditor in the Chapter 11 Cases; (b) they fail to provide sufficient time for Angelo Gordon (or AG Energy if it were properly identified in the Subpoenas) to respond and produce documents (just one business day from service) or a witness (just two business days from service); and (c) they call for compliance at a location that is over 100 miles from where Angelo Gordon resides. Additionally, the Subpoenas are unduly burdensome and inappropriate for many other reasons, including without limitation, that they were served just seven days before the scheduled commencement of the evidentiary hearing on the pending motions to appoint a chapter 11 trustee in the Chapter 11 Cases, despite the fact that the Debtors and their advisors (including your firm) have known of AG Energy’s position as a

January 10, 2020

Page 2

creditor in the Chapter 11 Cases since their commencement, and seek information wholly irrelevant to the issues in the trustee motions.

Accordingly, we hereby demand the immediate withdrawal of the Subpoenas. If you do not withdraw the Subpoenas by Sunday, January 12, 2020 at 12:00 p.m., we reserve all rights, including moving to quash and seeking the Court to order the reimbursement of Angelo Gordon's costs, including counsel fees incurred in quashing Subpoenas that blatantly violate the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure, as applicable.

Very truly yours,

*/s/ Lauri Washington Sawyer*

Lauri Washington Sawyer

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